Supreme Court, U.S.
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(7)

No. 88-977

In The

Supreme Court of the United States

October Term, 1988

COLORADO-UTE ELECTRIC ASSOCIATION, INC., et al.,

Appellants,

vs.

THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO, et al.,

Appellees.

MOTION TO DISMISS OR AFFIRM

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QUESTIONS PRESENTED

The questions presented by this motion to dismiss or affirm are:

1. Whether this Court should consider questions that were not presented to or passed upon by a State Supreme Court?

2. Whether this Court should consider questions that have already been settled by established precedent?

LIST OF PARTIES

The affiliates and partially-owned subsidiaries of Appellees Atlantic Richfield Company and Exxon Corporation are listed in the Appendix to this Motion.

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COUNTERSTATEMENT OF THE CASE

This case involves nothing more than a utility's dissatisfaction with the result of a garden variety rate proceeding before the Colorado Public Utilities Commission.[1] Pursuant to its powers under Colorado Revised Statute § 40-6-111, the Commission independently investigated the propriety of Colorado-Ute Electrical Association, Inc.'s proposed rate increase. The Commission approved the rate increase, but rejected as unduly discriminatory Colorado-Ute's "all energy" rate design. The Commission ordered Colorado-Ute to implement a rate design that included not only an energy charge (reflecting primarily the cost of fuel burned to generate the electricity consumed), but also a demand charge (reflecting the fixed costs of the facilities necessary to meet a consumer's demand at peak times). The rate design required by the Commission was found to provide consumers with more accurate pricing signals.

Colorado-Ute and its member cooperatives challenged the commission's decision in the Colorado courts.[2] They principally contended that Colorado Revised Statute § 40-6-111 did not empower the Commission to investigate the rates of an electrical cooperative such as

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[1] Appellees Atlantic Richfield Company and Exxon Corporation join in the Colorado Public Utilities Commission's more comprehensive statement of the facts appearing at pages 1-6 of the Commission's Motion to Dismiss or Affirm.

[2] All 14 of Colorado-Ute's members challenged the Commission's decision in the Colorado courts. One member, Empire Electric Association, Inc., has since reconsidered its position and has not joined in the jurisdictional statement filed with this Court.

Colorado-Ute absent a complaint by one of the cooperative's customers, and that, in any event, the record showed the Commission's decision to be unsupported. On review, the district court ruled in favor of Colorado-Ute and its members on the jurisdictional point. Appellants' Appendix ("AA") 74-76. The Colorado Supreme Court reversed, reinstating the commission's rate design with one modification not material to the present appeal.[3] AA 16-47.

At this point, Colorado-Ute and its members each filed petitions for rehearing based upon two arguments they had previously waived or abandoned: (1) by empowering the Commission to investigate Colorado-Ute's rate design, Colorado Revised Statute § 40-6-111 conflicts with the Rural Electrification Act, 7 U.S.C. §§ 901, *et seq.*, in violation of the Commerce and Supremacy Clauses, U.S. Const. art. I, § 8, cl.3 & art. VI, cl.2, and (2) by not providing Colorado-Ute with a copy of the WASP-82 computer program,[4] the Commission violated

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[3] The Commission had shifted approximately $24 million of demand costs into the energy component of the rate. The Colorado Supreme Court found this shift to be unsupported and set aside this limited aspect of the Commission's decision. AA 38-47.

[4] The Commission Staff uses the WASP-82 program to evaluate the benefits of *retail* rate designs, making it of questionable relevance to this proceeding which involved only questions of *wholesale* rate design. *See* AA 110; Commission Motion to Dismiss or Affirm at 2-3.

Colorado-Ute's due process right to obtain all information necessary to effectively cross-examine the Commission's witnesses.[5] AA 162-84. The Colorado Supreme Court denied the petitions for rehearing without comment. AA 152. Colorado-Ute and its members now seek review of that summary decision.

SUMMARY OF ARGUMENT

Colorado-Ute and its members seek review of the Colorado Supreme Court's denial of their petitions for rehearing pursuant to 28 U.S.C. § 1257(2). Section 1257(2) bestows this Court with jurisdiction over substantial federal questions properly raised before a state court. The questions Colorado-Ute and its members urge on this Court were not properly or timely presented to the Colorado Supreme Court and are not substantial. Therefore, appellants' jurisdictional statement should be dismissed pursuant to Supreme Court Rule 16(b). In the alternative, this Court should affirm the Colorado Supreme Court's decision pursuant to Supreme Court Rule 16(d).

ARGUMENT

The federal questions presented in appellants' jurisdictional statement are not substantial for two reasons. First, Colorado-Ute and its members did not properly present these questions to the Colorado Supreme Court, thereby providing an independent and adequate state

[5] Colorado-Ute's petition for rehearing raised both of these points, AA 170-71; that of its members raised only the preemption issue, AA 179-84.

ground for the Colorado Supreme Court's summary dismissal of their petitions for rehearing. Second, settled precedent makes clear that on the facts of this case the questions presented are without merit.

A. This Court Does Not Have Jurisdiction Over Questions Not Properly Presented To A State Supreme Court.

Under Colorado law, Colorado Supreme Court review of Commission decisions extends only to issues properly presented at every stage of the proceedings, from the initial hearing before the Commission through oral argument at the Colorado Supreme Court. *See, e.g., Denver Clean-Up Service, Inc. v. Public Utilities Commission,* 174 Colo. 329, 483 P.2d 974, 975 (1971). Colorado-Ute and its members failed to present their questions in accordance with this procedure, and the Colorado Supreme Court did not pass on them. Therefore, Colorado-Ute and its members have no claim to jurisdiction in this Court. *See, e.g., Illinois v. Gates,* 462 U.S. 213, 218-22 (1983).

The Colorado Supreme Court did not address the first issue -- whether the Commission's regulation of Colorado-Ute's rate design violated the Commerce and Supremacy Clauses -- for legitimate reasons. First, Colorado-Ute and its members failed to raise the issue before the district court during its review of the Commission's decision. *See Denver Clean-Up Service, Inc.,* 483 P.2d at 975; *cf. City & County of Denver v. Miller,* 151 Colo. 444, 379 P.2d 169, 171 (1963) (supreme court generally will not consider issues not raised before trial court). Second, Colorado-Ute and its members did not make this argument before the Colorado Supreme Court in either their

briefs or their argument in support of the district court's finding that the Commission lacked jurisdiction to modify Colorado-Ute's rate structure. *See Beck v. Washington*, 369 U.S. 541, 549-50 (1962) (finding constitutional challenge not properly before Court under very similar facts).

The Colorado Supreme Court likewise did not address the second issue -- an alleged due process violation arising out of appellants' failure to acquire a copy of the WASP-82 computer program. Colorado-Ute and its members lost this issue in the district court, AA 85, but did not cross-appeal to the Colorado Supreme Court, presumably because they had prevailed on the jurisdictional issue. *See* AA 171. Appellants' procedural laxity is fatal. Where, as here, the prevailing party seeks to change the judgment in any respect, it must cross-appeal. *See, e.g., Trans World Airlines, Inc. v. Thurston*, 469 U.S. 111, 119 n.14 (1985). *See also* Colo. App. R. 4(a) (if one party files notice of appeal, all other parties have 14 days to cross-appeal). The failure of Colorado-Ute and its membes to cross-appeal as required by Colorado Appellate Rules 3 and 4,[6] "deprives the appellate court of jurisdiction and precludes a review of the merits" of the issue in question. *Widener v. District Court*, 200 Colo. 398, 615 P.2d 33, 34 (1980) (citing *Bosworth Data Services, Inc. v. Gloss*, 41 Colo. App. 530, 587 P.2d 1201, 1202 (1978)). *Accord Meeker v. Post Printing & Publishing Co.*, 55 Colo. 355, 135 P. 457, 460 (1913) ("the proper way to have had the question determined was by cross-assignments of error").

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[6] Rules 3 and 4 of the Colorado Appellate Rules are based on the Federal Rules of Appellate Procedure and the same duties to notice an appeal apply. *Chapman v. Miller*, 29 Colo. App. 8, 476 P.2d 763, 764 (1970).

Colorado-Ute and its members seek to overcome these fatal flaws by pointing to their petitions for rehearing to the Colorado Supreme Court which belatedly raised these issues. However, it has long been settled in Colorado that, absent extraordinary circumstances, questions not presented on the original hearing of the case will not be considered on rehearing. *Isham v. Miller,* 80 Colo. 380, 252 P. 353, 354 (1926); *Meeker v. Post Printing & Publishing Co.,* 135 P. at 460. *See generally* Colo. App. R. 40(a) (argument and response briefs generally not permitted unless petition for rehearing granted). The Colorado Supreme Court denied the petitions for rehearing without comment, a well-accepted practice under such circumstances. *See, e.g., Board of Directors of Rotary International v. Rotary Club of Duarte,* 107 S. Ct. 1940, 1948 (1987) (in such circumstances, state court's failure to address issue presumed to be because issue not properly presented). This Court should do the same. *See, e.g., Radio Station WOW, Inc. v. Johnson,* 326 U.S. 120, 128 (1945) ("[q]uestions first presented to the highest state court on a petition for rehearing come too late for consideration here"); *Herndon v. Georgia,* 295 U.S. 441, 443 (1935); *American Surety Co. v. Baldwin,* 287 U.S. 156, 163-64 (1932).

The facts of this case demonstrate why "[i]t is well settled that this Court will not review a final judgment of a state court unless the record as a whole shows . . . that the federal claim was adequately presented in the state system." *Rotary International,* 107 S. Ct. at 1948 (internal quotation omitted). First, because these issues were not properly raised or fully developed below, "the record is very likely to be inadequate since it certainly was not

compiled with those questions in mind." *Cardinale v. Louisiana*, 394 U.S. 437, 439 (1969). Second, proper presentation of these issues to the Colorado Supreme Court might well result in a construction of Colorado's statute or constitution that obviates the alleged conflicts with the federal statute or constitution. *See, e.g., Illinois v. Gates*, 462 U.S. at 221-22. Thus, whether the need to have the questions "presented and passed upon" below is treated as a jurisdictional requirement or a prudential limitation, it operates here to preclude review.[7] *Id.* at 218-22.

B. The Questions Presented Are Not Substantial.

Colorado-Ute and its members contend that the questions presented will resolve novel issues. Jurisdictional Statement, AA 9-19. As framed by the facts of this case, however, the questions presented are not novel, and fall within existing precedents. Therefore, they are not substantial. *See, e.g., Martin v. Walton*, 368 U.S. 25, 25-26 (1961) (per curiam); *Palmer Oil Corp. v. Amerada Petroleum Corp.*, 343 U.S. 390, 391-92 (1952) (per curiam).

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[7] Colorado-Ute and its members do not and cannot assert that this is one of those "exceptional cases" whose particular circumstances justify this Court's exercising jurisdiction over questions not properly presented below. *Cf. Youakim v. Miller*, 425 U.S. 231, 234-35 (1976) (appropriate for Court to remand improperly-raised Supremacy Clause issue to district court for consideration where administering federal agency issued a new interpretation of the relevant federal statute after proceedings below had concluded).

Colorado-Ute and its members first assert that this Court should exercise jurisdiction over their claims under the Commerce and Supremacy Clauses in order to "refine" the decision in *Arkansas Electric Cooperative Corp. v. Arkansas Public Service Commission*, 461 U.S. 375 (1983). Jurisdictional Statement, AA 9-10. In *Arkansas Electric*, the Court faced challenges under the Commerce and Supremacy Clauses to a state utility commission's regulation of the rates charged by a utility that had received loans under the Rural Electrification Act. The Court rejected these challenges, holding that the REA does not implicitly preempt state regulation of utility rates, at least absent evidence that the rate set by the state imperils the utility's ability to pay back its REA loan. *Arkansas Electric*, 461 U.S. at 389. The Commerce and Supremacy Clause issues Colorado-Ute and its members raise in this case are identical to the ones decided in *Arkansas Electric*. Therefore, these questions cannot be considered novel or substantial. *See, e.g., Martin*, 368 U.S. at 25-26; *Palmer Oil Corp.*, 343 U.S. at 391-92.

Furthermore, this case does not present the Court with a suitable opportunity to "refine" the holding in *Arkansas Electric*. Here, the Commission did not reject even a portion of the rate increase sought by Colorado-Ute; it simply changed the relative share of the rate that Colorado-Ute could collect from each of its customers. Colorado-Ute and its members point to no evidence in the record -- largely because neither the parties nor the Colorado courts addressed the issue -- that this shift in rate design will have any impact whatsoever on Colorado-Ute's ability to repay its loans to the federal government. In fact, based on this record, one can only conclude

that the change in rate design will have no impact on the total revenues realized by Colorado-Ute. *See* AA 102-09 (approving full amount of requested rate increase).

The second issue presented by Colorado-Ute and its members is that their failure to obtain a copy of the WASP-82 computer program allegedly violated their due process right to obtain the information necessary to effectively cross-examine one of the Commission's witnesses. However, when Colorado-Ute requested discovery of the WASP-82 program, the Commission agreed to a full exchange of information, subject to the program's proprietary nature. On the record, Colorado-Ute conceded that the information to be provided would give Colorado-Ute everything it needed to prepare its case:

> [T]he record clearly establishes that the Commission went out of its way to accommodate Colorado-Ute's concerns in this regard by encouraging a full exchange of information between the [Commission] Staff and Colorado-Ute relative to the WASP-82 program, subject to the proprietary nature thereof. . . . The bottom line is that Colorado-Ute employee Raymond Keith, on the record, was explicitly asked by the Chairwoman of the Commission "Is that (referring to the information to be supplied by the Staff of the Commission to Colorado-Ute) going to give you sufficient time to analyze and to do what needs to be done?" Mr. Keith replied: "I believe it will. The only thing I can think of would be some clarification on the part of the print-outs that can be handled by either direct conversation or by telephone, but I don't think I'll need any additional paper prepared."

AA 144. Despite this representation, Colorado-Ute then elected not to cross-examine the Commission's witness, and chose instead to challenge the Commission's failure to turn over the WASP-82 program itself.

The Commission properly found this challenge to be without merit:

> Colorado-Ute cannot have it both ways. It agreed, on the record, that the information that would be given to it by the Staff would enable it to have sufficient time to analyze and to do what needed to be done. It cannot now claim that it was disadvantaged. . . .

AA 144-45.[8] The district court agreed that the facts fully supported the Commission's decision, and chastised Colorado-Ute's behavior: "Colorado-Ute erroneously stood on their objection and did not cross-examine staff witness Mr. Wendling, and did so at their own peril." AA 85. These factual findings should be accorded great weight by this Court. *See, e.g., Fry Roofing Co. v. Wood*, 344 U.S. 157, 160 (1952) (absent extraordinary circumstances Supreme Court will not reverse state court's findings of fact).

The Commission's ruling, and that of the district court, was based upon the express representation of Colorado-Ute's own witness that he had all of the information he needed to respond to the Commission Staff's argument. Under these circumstances, the belated claim by Colorado-Ute and its members that they were denied fundamental fairness cannot be considered a substantial one. *See, e.g., United States v. Augenblick*, 393 U.S. 348, 356 (1969).

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[8] Furthermore, the WASP-82 program relates only to retail rate designs, making it of dubious relevance to this wholesale rate proceeding. *See supra* at 2 n.4.

CONCLUSION

For all of the foregoing reasons, the Court should dismiss the claims of Colorado-Ute and its members for want of jurisdiction. In the alternative, the Court should summarily affirm the decision of the Colorado Supreme Court.

Date: February 15, 1989

Respectfully submitted,

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APPENDIX

ATLANTIC RICHFIELD COMPANY

Affiliates and Subsidiaries – Not Wholly-Owned

Agro Internacional, S. de R. L. de C. V.
Alyeska Pipeline Service Company
Anaconda-Iran, Inc.
Anamax Mining Company
ARCO Centennial Corp.
ARCO Channelview, Inc.
ARCO Chemical Asia Pacific, Ltd.
ARCO Chemical Canada, Inc.
ARCO Chemical China, Limited
ARCO Chemical Company
ARCO Chemical Delaware Company
ARCO Chemical (Deutschland) GmbH
ARCO Chemical Espana Co.
ARCO Chemical Europe, Inc.
ARCO Chemical (Europe), Inc.
ARCO Chemical Export Sales Company
ARCO Chemical Foreign Sales Corp. (FSC Co.)
ARCO Chemical Indonesia, Inc.
ARCO Chemical Japan, Inc.
ARCO Chemical Korea, Inc.
ARCO Chemical Middle East, Inc.
ARCO Chemical New Zealand, Inc.
ARCO Chemical Overseas Services, Inc.
ARCO Chemical Pan America, Inc.
ARCO Chemical Products Europe, Inc.
ARCO Chemical (Singapore) PTE, Ltd.
ARCO Chemical Taiwan Inc.
ARCO Chemical Technology, Inc.
ARCO Chemical Texas, Inc.
ARCO Chemical (Thailand) Limited
ARCO Chemical Trading, Inc.
ARCO Chemie Nederland, Ltd.
ARCO Chimie France Corporation
ARCO Chimie France S.N.C.
ARCO China Inc.
ARCO Comfort Products Co.
ARCO Durethene Pipe, Inc.
ARCO Durethene Plastics, Inc.

ARCO Elastomers, Inc.
ARCO Energy Conservation, Inc.
ARCO Environmental Inc.
ARCO France, Inc.
ARCO Idemitsu Corporation
ARCO Solar (Europe) GmbH
ARCO Solar Nigeria Ltd.
Badger Pipeline Company
Black Lake Pipe Line Company
Blair Athol Coal, Pty., Limited
Colonial Pipeline Company
Compania de Petroleo Ganso Azul, Ltda.
Compania Minera Dos Republicas S.A. de C.V.
Cook Inlet Pipe Line Company
Dixie Pipeline Company
East Texas Salt Water Disposal Co.
85819 Canada Limited
EnArco Elastomers Company
EnArco Resins Spa
Iricon Agency Ltd.
Kenai Pipe Line Company
Kuparuk Transportation Company
Las Quintas Serenas Water Company
Logan Aluminum Inc.
Lyondell Petrochemical Company
Nihon Oxirane Company, Ltd.
Platte Pipe Line Company
Rodman, Inc.
Showa ARCO Solar Far East Pte. Ltd.
Smokehouse Copper Mining Company
Tecumseh Pipe Line Company
Texas-New Mexico Pipe Line Company

EXXON CORPORATION

Affiliates and Subsidiaries – Not Wholly-Owned*

Abu Dhabi Petroleum Company Limited
Ace Polymer Co., Ltd.
Aditivos Orinoco, C. A.
Adria-Wien Pipeline Gesellschaft mit beschrankter Haftung
Aircraft Fuel Supply B. V.
Aishin Sekiyu K. K.
Alberta Products Pipe Line Ltd.
Al-Jubail Petrochemical Company
Altona Petrochemical Company Limited
Alyeska Pipeline Service Company
Andian National Corporation, Limited
Arabian American Oil Company
Aramco Overseas Company
Aramco Services Company
Asakawa Sekiyu K.K.
Asociacion Civil "Colegio Internacional de Caracas"
Atlas Supply Company
Atlas Supply Company of Canada Limited
Australian Synthetic Rubber Company Limited
Aviation Services Saudi Arabia Limited
Awaji Gas Nenryo Kabushiki Kaisha
Azuma Sekiyu K.K.
BEB Erdgas und Erdol GmbH, Hannover
BT Asia Securities Limited
B.W.O.C., Inc.
Bangkok Aviation Fuel Services Limited
Banshu Ekika Gas K. K.
Bayerische Erdgasleitung G.m.b.H.
Beaverhill Resources Limited
Bel-Air Entreposage S. A.
BRIGITTA Erdgas und Erdol GmbH, Hannover
Bryan Woodbine Gathering Inc.
Byron Creek Collieries (1983) Limited

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*Does not include companies with less than 5% Exxon Ownership.

Carlew Inc.
Carnduff Gas Limited
Cary Chemicals Inc.
Castle Peak Power Company Limited
Champlain Oil Products Limited
Changi Airport Fuel Hydrant Installation Pte. Ltd.
Chuo Sekiyu Hanbai K.K.
Commercial Polymers Pty. Ltd.
Compania Minera Disputada de Las Condes S.A.
Comptoir Auxiliaire du Petrole
Comptoir Oxonnaxien des Combustibles (C.O.C.)
Computer Centrum Groningen B.V.
DFTG Deutsche Flussigerdgas Terminal GmbH
Daihatsu Sekiyu K.K.
Daiichi Kouyu K. K.
Demulsificantes Del Orinoco, C.A.
Depot Petrolier du Gresivaudan
Depots de Petrole Cotiers
Depots Petrolier de la Corse
Deudan-Holding GmbH
Deutsche Erdgas Transport G.m.b.H.
Deutsche Transalpine Oelleitung G.m.b.H.
Devon Estates Limited
Dixie Pipeline Company
Dukhan Service Company
E S F Limited
Eagle Kenso K.K.
East Japan Oil Development Company, Limited
East Texas Salt Water Disposal Company
Eiko Sekiyu K.K.
Elwerath Erdgas und Erdol GmbH, Hannover
Elwerath Erdol und Erdgas AG
Emirates Chemicals Company
Emori Sekiyu K.K.
Emsland-Erdolleitung G.m.b.H.
Energie Marketing Service GmbH (EMS)
Entrepot Petrolier de l'Aveyron (E.P.A.)
Entrepot Petrolier de Mulhouse (E.P.M.)
Erdgas-Verkaufs-Gesellschaft m.b.H.
Esso Chemical Alberta Limited
Esso Energie G.I.E.

Esso Exploration and Production Angola Inc.
Esso Malaysia Berhad
Esso of Canada Limited
Esso Resources Canada Limited
Esso Resources N.W.T. Limited
Esso Resources Ventures Limited
Esso Societe Anonyme Francaise
Esso Standard Tunisie S. A.
Etablissements Cloarec
Exact Reisebyra A/S
Exxon Chemical Pakistan Limited
489061 Ontario Inc.
F. T. Giken Kabushiki Kaisha
F.T. Shyoji K.K.
Federated Pipe Lines Ltd.
Ferngas Nordbayern G.m.b.H.
Ferngas Salzgitter GmbH
Forjas de Colombia, S. A.
Fuji Kogyo K.K.
Gasunie Engineering B.V.
General Bussan K.K.
General Highway K.K.
General Petrochemical Industries Limited
General Sekiyu K.K.
General Sekiyu Okinawa Hanbai K.K.
General Sekiyu Overseas Ltd.
General Shipping Co. Ltd.
General Unyu Kabushiki Kaisha
Geobutane - Lavera
Gewerkschaft Brassert Erdol und Erdgas GmbH
Gewerkschaft Elwerath & Co. GmbH
Gewerkschaft Erdol-Raffinerie Deurag-Nerag
Gewerkschaft Gute Hoffnung Erdgas und Erdol GmbH
Gewerkschaft Kuchenberg Erdgas under Erdol GmbH
Goroku Sekiyu K.K.
Grande Ecaille Land Company, Inc.
Groupement Immobilier Petrolier
Groupement Petrolier Aviation
Groupement Petrolier de la Cote D'Azur
Groupement Petrolier de Nantes
Groupement Petrolier du Finistere G.I.E.

Hannoversche Erdolleitung G.m.b.H.
Hanshin Kyowa Sekiyu K.K.
Hayakawa Sekiyu K.K.
Heinrich Schneider Spedition GmbH
Hiroshima General Gas Juten Kabushiki Kaisha
Hoei Sekiyu K.K.
Hokushin Bussan K.K.
Hokuyu Sekiyu K.K.
Home Energy Company Ltd.
Home Oil Company Limited
Houston Regional Monitoring Corporation
Hydranten-Betriebsgesellschaft
Hydrierwerke Poelitz Aktiengesellschaft
Imperial Oil Limited
Imperial Pipe Line Company, Limited, The
Inada Ekka Gas Kabushiki Kaisha
Industry Promotion Enterprises Limited
Interprovincial Pipe Line (Alberta) Ltd.
Interprovincial Pipe Line (NW) Ltd.
Interhome Energy Inc.
Intamix Corporation
Intoplane Service Company Limited
Iranian Oil Participants Limited
Iranian Oil Services (Holdings) Limited
Iranian Oil Services Limited
Iraq Petroleum Company, Limited
Iraq Petroleum Pensions, Limited
Japan Butyl Company Limited
Japan Coal Liquefaction Development Company, Ltd.
Jersey Nuclear-Avco Isotopes, Inc.
K.K. Aizu General
K.K. Daimaru
K.K. General Sekiyu Hanbaisho
K.K. Genetech
K.K. Heian Sekiyu
K.K. Kanagawa Sekiyu Shokai
K.K. Kyoei Agency
K.K. Kyoei Shosha
K.K. Kyowa Sekiyu Service
K.K. Marugo Izumasa Shoten
K.K. Marutaka Sekiyu

K.K. Nippatsu
K.K. Standard Sekiyu Osaka Hatsubaisho
K.K. Toresen
K.K. Uwano Sekiyu Shokai
K/S Statfjord Transport A/S & Co.
Kabushiki Kaisha Sankyo Plastics
Kai Tak Refuellers Company Limited
Kanto Kygnus Sekiyu Hambai K.K.
Karlsruhe-Stuttgart Rohrleitung Gesellschaft mbH
Kawasaki Kygnus Sekiyu Hambai Kabushiki Kaisha
Keiyo Sekiyu Hanbai K.K.
Kenya Petroleum Refineries Limited
Kibo Sekiyu Hanbai K.K.
Kimura Sekiyu Kabushiki Kaisha
Kinwa Sekiyu K.K.
Kobe Standard Sekiyu K.K.
Kowa Sekivu K.K.
Kowloon Electricity Supply Company Limited
Kygnus Ekka Gas Kabushiki Kaisha
Kygnus Kosan Kabushiki Kaisha
Kygnus Marketing Service K.K.
Kygnus Sekiyu K.K.
Kyushu Eagle K.K.
LPL Investments, Inc.
Lakehead Pipe Line Company, Inc.
LEAG Aktiengesellschaft fur luzernisches Erdol
Les Docks des Petroles d'Ambes
Long Beach Oil Development Company
Maasvlakte Coal Terminal B.V.
Maasvlakte Olie Terminal N.V.
Magota Sekiyu K.K.
Mainline Pipelines Limited
Maple Leaf Petroleum Limited
Marugo Gas K.K.
MEGAL FINCO
MEGAL GmbH
Meiji Sekiyu K.K.
MESBIC Financial Corporation of Houston
Metro Fuel Co. Ltd.
Mikawa Bussan K.K.
Minerals Limited

Mittelrheinische Erdgas Transport Gesellschaft mit beschrankter
Haftung
Montreal Pipe Line Limited/Les Pipe-Lines Montreal Limitee
Mr. Lube Canada Inc.
Mytex Polymers Incorporated
NAM - K 7 B.V.
NAM - K 14 B.V.
NAM - K 15 B.V.
NAM/CLOMS - K 8/K 11 B.V.
NAM/CLOMS - L 13 B.V.
N. V. Nederlandse Gasunie
NPC Services, Inc.
Nakabayashi Sekiyu K.K.
Nansei Oil Terminal K.K.
Nansei Sekiyu Kabushiki Kaisha
Native Venture Capital Co. Ltd.
Near East Development Corporation
Nederlandse Aardolie Maatschappij B. V.
Neptune Bulk Terminals (Canada) Ltd.
Nichimo Oil (Bermuda) Co., Ltd.
Nichimo Sekiyu Seisei Kabushiki Kaisha
Nikko Sangyo K.K.
Nippon Unicar K.K.
Nisku Products Pipe Line Company Limited
Nissei Sekiyu Kabushiki Kaisha
Norddeutsche Erdgas-Aufbereitungs G.m.b.H.
Norddeutsche Mineraloelwerke Stettin G.m.b.H.
Nordrheinische Erdgas Transport Gesellschaft mit beschrankter Haftung
Nord-West Oelleitung G.m.b.H.
Northward Developments Ltd.
Nottingham Gas Limited
107580 Canada Inc.
151742 Canada Inc.
158883 Canada Inc.
159129 Canada Inc.
160837 Canada Limited
Office Prive d'Assurances et de Courtages

Offshore Medical Support Limited
Oil Field Chemicals Company (Saudi Arabia) Ltd.
Oil Service Company of Iran (Private Company)
Oil Spill Response Limited
Oil Transport Company (Saudi Arabia) Limited
Oldenburgische Erdol Gesellschaft m.b.H.
Osaka Ashyu Nenryou K.K.
Osaka Propane Gas Hambai Kabushiki Kaisha
Osaka Sekiyu Gas Yuso K. K.
P.A.C. S.A.R.L. (Pinson Allegret-Causse)
P. T. Stanvac Indonesia
Pars Investment Corporation
Peninsula Electric Power Company Limited
Petroleum Refineries (Australia) Proprietary Limited
Petroleum Services (Middle East) Limited
Petrosvibri S.A.
Pipe Line Services, Inc.
Plantation Pipe Line Company
Polder-Seehafeh-Harburg GmbH
Portland Pipe Line Corporation
Primaer Oel GmbH
Progas A/S
Raffinerie du Midi S.A.R.L.
Rainbow Pipe Line Company, Ltd.
Redwater Water Disposal Company Limited
Refineria Petrolera Acajutla, S. A.
Rheingas Erdgasleitungs-Gesellschaft m.b.H.
Rochevert Inc.
Rotterdam Antwerpen Pijpleiding (Belgie)
Rotterdam-Antwerpen Pijpleiding (Nederland) N. V.
Ruhrgas Aktiengesellschaft
S.A. du Pipeline a Produits Petroliers sur Territoire Genevois (SAPPRO)
S.A.R.L. Viain
SEAG Aktiengesellschaft fur schweizerisches Erdol
S.0.P. - Societa Oleodotti Padani S. p. A.
Saitama Sekiyu Hanbai K.K.
Sakurajima Futo K.K.
Sanko Oil Kabushiki Kaisha
Sanyo Sekiyu K.K.
Saraco S. A.

Saudi Arabian Lube Additives Company Limited
Schubert KG
Scurry-Rainbow Oil Limited
Seibu Kygnus Sekiyu Hambai Kabushiki Kaisha
Seismic Industries A/S
Senpoku Oil Service K.K.
SERAM Societa per Azioni
Servacar Ltd.
Shehtah Drilling Limited
Shimoka Sekiyu Kabushiki Kaisha
Shimoyama Sekiyu K.K.
Shin-Nihon Yukagaku Kogyo K.K.
Shinohara Oil K.K.
Shizuoka Kanesho Hambai Kabushiki Kaisha
Smiley Gas Conservation Limited
Sociedad Anonima "Escuela Campo Alegre"
Sociedad de Inversiones de Aviacion
Sociedad Nacional de Oleoductos Ltda.
Societa Italiana per l'Oleodotto Transalpino S.p.A.
Societa per Azioni Raffineria Padana Olii Minerali-SARPOM
Societe Anonyme de Gestion de Stocks de Securite (SAGESS)
Societe Anonyme de la Raffinerie des Antilles
Societe Anonyme des Hydrocarbures
Societe Anonyme "Produits Lubrifiants de Madagascar" PROLUMA S.A.
Societe Belge de Transport par Pipeline
Societe Civile de Mustapha Algerie
Societe Civile de Participation pour la Destruction des Dechets Industriels (SOCDI)
Societe Civile Immobiliere "Courcelles-Etoile"
Societe Civile Immobiliere de la Croix au Chene
Societe Civile Immobiliere du 195 Avenue de Neuilly
Societe Civile Immobiliere Khariessa
Societe Civile Immobiliere "Kleber-Etoile"
Societe Civile Immobiliere "Les Casseaux-Bougainville"
Societe de la Raffinerie d'Alger
Societe de la Raffinerie de Lorraine
Societe de Manutention de Carburants Aviation (S.M.C.A.)

Societe de Manutention de Carburants Aviation Dakar-Yoff, S. A.
Societe de Promotion et de Financement Touristique (CARTHAGO)
Societe d'Entreposage de San-Pedro
Societe des Pipe-Lines de Strasbourg
Societe des Transports Petroliers par Pipe Line
Societe d'Exploitation & de Developpement d'Operations Commerciales
Societe du Caoutchouc Butyl (SOCABU)
Societe du Pipe Line de la Raffinerie de Lorraine
Societe du Pipe-Line Mediterranee-Rhone
Societe du Pipeline Sud-Europeen
Societe Esso de Recherches et d'Exploitation Petrolieres Esso Rep
Societe Francaise Exxon Chemical
Societe "Geomines-Caen"
Societe Havraise de Manutention de Produits Petroliers
Societe Hoteliere de la Petite Campagne
Societe Immobiliere Paris-Niel
Societe Ivoirienne d'Operations Petrolieres S.A.
Societe Malgache de Raffinage
Societe Reunionnaise d'Entreposage
Socony-Standard-Vacuum Oil Company (Petroleum Maatschappij)
Southern Natural Gas Development Pty. Ltd.
Standard Kosan Kabushiki Kaisha
Standard Service K.K.
Statfjord Transport A/S
Stockage Geologique de Gaz de Lavera
Suddeutsche Erdgas Transport Gesellschaft mit beschrankter Haftung
Sun East Company Ltd.
Sydis, Inc.
Syncrude Canada Ltd.
Synergistics Industries Limited
System Plaza Kabushiki Kaisha
TAR-Tankanlage Rumlang AG
TBN Tanklager-Betriebsgesellschaft Nurnberg mbH
Taglu Enterprises Ltd.
Taihei Bussan K.K.

Taiko Sekiyu K.K.
Taisei Kogyo Sekiyu Hanbai K.K.
Takahama Kosan Kabushiki Kaisha
Taketsuru Yugyo K.K.
Tanaka Sekiyu Hanbai K.K.
Tankanlage A. G., Mellingen
Tanklager Altishausen A. G.
Tanklager Gesellschaft, Koln
Tanklager-Gesellschaft Tegel
Tanklager Lechelles I S.A.
Tanklager Taegerschen AG
Tecnica Quimica Petrolera, S.A. de C. V.
Tecumseh Gas Storage Limited
THUMS Long Beach Company
Thyssengas G.m.b.H.
TIBA Speditions GmbH
Toa Nenryo Kogyo Kabushiki Kaisha
Tohko Plastics Company, Limited
Tohpren Co. Ltd.
Toko Sekiyu K.K.
Tonen Energy and Marine (Singapore) Pte. Ltd.
Tonen Energy International Corp.
Tonen Maintenance K.K.
Tonen Properties Inc.
Tonen Sekiyukagaku Kabushiki Kaisha
Tonen Tanker Kabushiki Kaisha
Tonen Technology K. K.
Tonex Company Limited
Tophus Quen Pty. Ltd.
Towa Compounding Co. Ltd.
Towa Sekiyu K.K.
Toyoshina Film Company, Ltd.
Transalpine Oelleitung in Oesterreich Gesellschaft m.b.H.
Trans-Arabian Pipe Line Company
Transgaz Lavera
Tsurumaru Unyu K.K.
Turkish Petroleum Company, Limited
UBAG - Unterflurbetankungsanlage Flughafen Zurich
United Industry Development Co., Ltd.
Van Salt Water Disposal Company
W.A.G. Pipeline Proprietary Limited

Wako Jushi Kabushiki Kaisha
Wako Kasei Kabushiki Kaisha
Wartempomp Nederland B.V.
Westdeutsche Erdolleitungs-G.m.b.H.
Westgas G.m.b.H.
Westgastransport B.V.
Winnipeg Pipe Line Company Limited
Worex S.N.C.
Yasaka Sekiyu K.K.
Yellowstone Pipe Line Company
Yoshiki Sekiyu Kabushiki Kaisha
Yoshimi Gas Kabushiki Kaisha
Yuai Sekiyu K.K.
Yugen Kaisha Nishi Kobe Bosai Center